

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)

TRUCK DRIVERS AND HELPERS *
LOCAL UNION NO. 355 HEALTH &
WELFARE FUND, by its Trustee, *
David White, Sr. *
9411 Philadelphia Road, Suite S *
Baltimore, Maryland 21237 *

Plaintiff,

v. *

KNIGHT TAKES KING PRODUCTIONS, *
LLC, *
1800 Century Park East, 10th Floor *
Los Angeles, California 90067 *

Serve: Paracorp Incorporated *
245 West Chase Street *
Baltimore, Maryland 21201 *

Defendant.

* * * * *

COMPLAINT

Jurisdiction

1. The jurisdiction of this Court is based upon Section 502(f) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), 29 U.S.C. § 1132(f).

Venue

2. The venue of the United States District Court for the District of Maryland (Baltimore Division) is proper under 28 U.S.C. § 1391 and 29 U.S.C. § 1132(e)(2).

Parties

3. Truck Drivers and Helpers Local Union No. 355 Health and Welfare Fund (“Health Fund”) is an employee health benefit plan as defined in Section 3(1) of ERISA, 29 U.S.C. § 1002(1), and a multiemployer plan within the meaning of Section 3(37) of ERISA, 29

U.S.C. § 1002(37). The administrative offices of the Health Fund are located at 9411 Philadelphia Road, Suite S, Baltimore, Maryland 21237.

4. The operation and administration of the Health Fund is the joint responsibility of the Joint Board of Trustees. The Board consist of Employer and Union Trustees, who, as fiduciaries within the meaning of Sections 3(14)(A), 402 and 502(a)(3) of ERISA, 29 U.S.C. §§ 1002(14)(A), 1102 and 1132(a)(3), are obligated to collect delinquent employer contributions.

5. Defendant “House of Cards 2016” Knight Takes King Productions, LLC (“Knight Takes King”) is a limited liability company registered to do business, but not in good standing, in the State of Maryland, organized and existing under the laws of the State of California. At all times relevant to this Complaint, Knight Takes King employed persons in the State of Maryland as drivers, jockeys, fuelers, mechanics, loaders or helpers. Knight Takes King is an employer in an industry affecting commerce within the meaning of Sections 3(5) and 3(12) of ERISA, 29 U.S.C. §§ 1002(5) and (12).

Collective Bargaining Agreement and Trust Agreements

6. Truck Drivers, Helpers, Taxicab Drivers, Garage Employees and Airport Employees Local Union No. 355 (“Local 355”), an affiliate of the International Brotherhood of Teamsters, is an unincorporated employee organization engaged in representation of employees in an industry affecting commerce within the meaning of Sections 3(4) and 3(12) of ERISA, 29 U.S.C. §§ 1002(4) and (12).

7. At all times material to this Complaint, Knight Takes King was bound by a collective bargaining agreement (“CBA”) with Local 355, which provided for the rates of pay, wages, hours of employment and other conditions of employment for covered employees of Knight Takes King.

8. Under the CBA, Knight Takes King was required to pay the Health Fund specified sums for each hour, or fraction thereof, paid to its employees in the collective bargaining unit from their date of hire.

9. With regard to the Health Fund, the CBA incorporates by reference the Truck Drivers and Helpers Local Union No. 355 Health & Welfare Fund Agreement and Declaration of Trust (“Health Fund Trust Agreement”).

10. The Health Fund is governed by the Health Fund Trust Agreement. The Health Fund Trust Agreement specifies that an employer delinquent in making benefit contributions is required to pay liquidated damages, in the amount of twenty percent (20%) of the amount of contributions not received by the Health Fund by the fifteenth day of the calendar month following the month for which the contributions are due.

11. An additional provision of the Health Fund Trust Agreement specifies that an employer delinquent in making benefit contributions is required to pay interest on the delinquent amounts from the date the contributions are due through the date of judgment or payment, whichever occurs first, at the legal rate in the State of Maryland. At all relevant times this rate was ten percent (10%) annually.

12. The Health Fund Trust Agreement provides that an employer delinquent in making benefit contributions is required to pay court costs and reasonable attorneys’ fees incurred by the Health Fund in connection with any civil action for collection of such amounts.

Count One
Claim of Health Fund Against Knight Takes King

13. The allegations of paragraphs 1-12 are incorporated by reference as if fully set forth herein.

14. According to an audit performed by the Health Fund's independent auditor completed on January 2, 2019, Knight Takes King has violated Section 515 of ERISA, 29 U.S.C. § 1145, the terms of the Health Fund Trust Agreement, and the CBA by failing to make required employee benefit contributions in the amount of \$3,493.08 to the Health Fund for the months of January, 2016 through December, 2017.

15. Knight Takes King has not paid the employee fringe benefit contributions due and owing to the Health Fund pursuant to the auditor's report of January 2, 2019, and therefore owes liquidated damages in the amount of \$698.62.

16. Knight Takes King has not paid the employee fringe benefit contributions due and owing to the Health Fund pursuant to the auditor's report, and therefore owes interest, at the legal rate in the State of Maryland, on the total delinquent contributions, in an amount to be determined.

WHEREFORE, Plaintiff Truck Drivers and Helpers Local Union No. 355 Health & Welfare Fund prays:

a. That judgment be entered against Defendant Knight Takes King Productions, LLC in the amount of \$3,493.08 for unpaid contributions pursuant to the auditor's report, together with interest at the rate of ten percent (10%) annually from the date the contributions were due and owing until paid or until the date of judgment, whichever is sooner;

b. That judgment be entered against Defendant Knight Takes King Productions, LLC in the amount of \$698.62, as liquidated damages due and owing pursuant to the auditor's report;

c. That Plaintiff Health Fund be afforded post-judgment interest, reasonable attorneys' fees and its costs;

d. And further, that such other relief be granted as this Court deems just and proper.

Respectfully submitted,

/s/ Corey Smith Bott

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